

Exhibit 25

ONASD Form #652
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GENERAL PROVISIONS

SECTION 1 - VARIATION IN QUANTITY

No variation in the quantities called for in the Schedule will be accepted as compliance with this contract unless the variation has been caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and then only to the extent provided in the Schedule.

SECTION 2 - CHANGES

(a) The contracting officer may at any time, by a written change order, and without notice to the sureties, make changes in any one or more of the following: (i) drawings, designs, or specifications; (ii) quantities or items of any spare parts list; (iii) method of shipment or packing; (iv) place of inspection, delivery or acceptance; (v) time or rate of delivery, to the extent specified in the Schedule; and (vi) increases or decreases in the amount of services or articles to be furnished hereunder, to the extent specified in the Schedule.

(b) If any such change affects the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both.

(c) Any claim by the Contractor for adjustment under this Section must be asserted within thirty days from the date the change is ordered, or within such further time as the contracting officer may allow. Failure to agree to the adjustment shall be a dispute concerning a question of fact within the meaning of the Section of this contract entitled "Disputes." Nothing provided in this Section, however, shall excuse the Contractor from proceeding with the contract as changed.

SECTION 3 - FEDERAL, STATE AND LOCAL TAXES

(a) Except as may be otherwise provided in the Schedule, the prices stated herein include all applicable Federal taxes in effect at the date of this contract and incurred in the performance of this contract.

(b) If, (i) after the date of this contract, the Federal Government shall impose or increase any duty or impost, or any excise, sales, use, or gross receipts tax, or any other tax directly applicable to the completed articles or work covered hereby or to the materials used in the manufacture or production of such completed articles or work, or directly upon the importation, production, processing, manufacture, construction, sale or use of such articles, work or materials, and (ii) the Government, at the request of the Contractor, does not issue to the Contractor a tax exemption certificate or furnish other proof of exemption with respect to such tax, and (iii) the Contractor is required by operation of law or by specific contractual obligation to bear the burden of such tax, then the prices stated herein shall be increased accordingly. If, by operation of law or otherwise, the Contractor is relieved in whole or in part from the payment of any tax included in the prices stated herein or from bearing its burden, the prices stated herein shall be correspondingly reduced. Invoices or vouchers covering any increase or reduction in price resulting from the application of this Section shall state the amount thereof, as a separate added or deducted item, identifying the particular tax imposed or increased or reduced or eliminated.

(c) Nothing contained in this Section shall be applicable to impositions, increases, reductions or eliminations, after the date of this contract, of Federal transportation taxes, employment (or Social Security) taxes, income taxes, income surtaxes, excess-profits taxes, declared-value excess-profits taxes, capital stock taxes, or such other taxes as are not contemplated by paragraph (b) of this Section.

(d) The prices stated herein exclude any State or local sales, use or other tax directly applicable to the completed articles or work covered hereby. Upon request of the Contractor, the Government shall furnish, for submission to the State or local taxing authorities, a certificate or similar evidence to assist the Contractor in attempting to obtain exemption from any such tax from which the Contractor or the transaction which is the subject of this contract is exempt.

SECTION 4 - WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount exceeding, or which may exceed, \$10,000, there are hereby incorporated by reference the representations and stipulations as set forth in Regulations issued by the Secretary of Labor pursuant to the Walsh-Healey Public Contracts Act (Public Law No. 846, 74th Congress), such representations and stipulations

such laborer or mechanic in accordance with the provisions of this Section. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of 8 hours per day and work in excess of 8 hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this Section a penalty of \$5 shall be imposed upon the Contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than 8 hours upon said work without receiving compensation computed in accordance with this Section, and all penalties thus imposed shall be withheld for the use and benefit of the Government: Provided, That this stipulation shall be subject in all respects to the exceptions and provisions of the Act of June 19, 1912 (U. S. Code, title 40, sections 324 and 325) relating to hours of labor, as modified by the provisions of section 303 of Public Law No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime.

SECTION 6 - CONVICT LABOR

The Contractor in connection with the performance of this contract shall not employ any person undergoing sentence of imprisonment at hard labor.

SECTION 7 - INSPECTION

(a) All articles, materials and workmanship shall be subject to inspection and test by the Government during manufacture and at all other times and places, to the extent practicable. In case any articles are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the Government shall have the right to reject such articles or to require their correction. Rejected articles or articles requiring correction shall be removed by and at the expense of the Contractor promptly after notice and shall not be resubmitted for acceptance without concurrent notice of their prior rejection. The contracting officer may require delivery, at a reduction in price which is equitable in the circumstances, of articles which the Government has the right to reject.

(b) The contractor shall provide and shall require subcontractors to provide an inspection system acceptable to the Naval Inspector. If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. Tests shall be as described herein and in the specifications. If articles are not ready at the time inspection is requested by the Contractor, the Government may charge to the Contractor any additional cost of inspection and test.

(c) Final inspection and acceptance shall be made at the time and place stated in the Schedule, provided, however, that if no such statement is contained in the Schedule, final inspection and acceptance shall be at the point of delivery. Final inspection and acceptance shall be conclusive except with respect to latent defects or fraud and except with respect to the Government's rights under any guaranty.

SECTION 8 - GUARANTY

The Contractor guarantees that at the time of delivery thereof the articles provided for under this contract will be free from any defects in material or workmanship and will conform to the requirements of this contract. Notice of any such defect or nonconformance shall be given by the Government to the Contractor within six months of the delivery of the defective or nonconforming article. If required by the Government within a reasonable time after such notice, the Contractor shall with all possible speed correct or replace the defective or nonconforming article or part thereof. When such correction or replacement requires transportation of the article or part thereof, shipping costs, not exceeding usual charges, from the delivery point to the Contractor's plant and return, shall be borne by the Contractor; the Government shall bear all other shipping costs. This guaranty shall then continue as to corrected or replacing articles or, if only parts of such articles are corrected or replaced, to such corrected or replacing parts, until six months after the date of redelivery. If the Government does not require

or "Confidential" and if it provides for payments aggregating \$1000 or more, claims for monies due or to become due the Contractor from the Government under this contract may be assigned and the proceeds therefrom further assigned, to a bank, trust company, or other financing institution, including any federal lending agency, pursuant to the provisions of the Assignment of Claims Act of 1940 (Public Law No. 811, 76th Congress). Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the Contractor to the Government arising independently of this contract.

(c) In no event shall copies of any plans, specifications or other similar documents, relating to work under this contract and marked "Top Secret", "Secret", "Confidential" or "Restricted", be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same.

SECTION 12 - TERMINATION AT THE OPTION OF THE GOVERNMENT (Uniform Termination Article for Fixed Price Supply Contracts)

(a) The performance of work under this contract may be terminated by the Government in accordance with this Section in whole, or from time to time in part, whenever the contracting officer shall determine any such termination is for the best interests of the Government. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract shall be terminated, and the date upon which such termination shall become effective. If termination of work under this contract is simultaneous with, a part of, or in connection with, a general termination (1) of all or substantially all of a group or class of contracts made by the Navy Department for the same product or for closely related products, or (2) of war contracts at, about the time of, or following, the cessation of the present hostilities, or any major part thereof, such termination shall only be made in accordance with the provisions of this Section, unless the contracting officer finds that the Contractor is then in gross or wilful default under this contract.

(b) After receipt of a Notice of Termination and except as otherwise directed by the contracting officer, the Contractor shall (1) terminate work under the contract on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portions of the work under the contract as may not be terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of any work terminated by the Notice of Termination; (4) assign to the Government, in the manner and to the extent directed by the contracting officer, all of the right, title and interest of the Contractor under the orders or subcontracts so terminated; (5) settle all claims arising out of such termination of orders and subcontracts with the approval or ratification of the contracting officer to the extent that he may require, which approval or ratification shall be final for all the purposes of this Section; (6) transfer title and deliver to the Government in the manner, to the extent and at the times directed by the contracting officer (i) the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in respect of the performance of, the work terminated in the Notice of Termination, and (ii) the plans, drawings, information and other property which, if the contract had been completed, would be required to be furnished to the Government; (7) use his best efforts to sell in the manner, to the extent, at the time, and at the price or prices directed or authorized by the contracting officer, any property of the types referred to in subdivision (6) of this paragraph provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser and (ii) may retain any such property at a price or prices approved by the contracting officer; (8) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary or as the contracting officer may direct for protection and preservation of the property, which is in the possession of the Contractor and in which the Government has or may acquire an interest.

(c) The Contractor and the contracting officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Section, which amount or amounts may include a reasonable allowance for profit, and the Government shall pay the agreed amount or amounts. Nothing in paragraph (d) of this Section prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the contracting officer to agree upon the whole amount to be paid to

with the price or prices specified in the contract;

(2) In respect of the contract work terminated as permitted by this Section, the total (without duplication of any items) of (i) The cost of such work exclusive of any cost attributable to articles paid or to be paid for under paragraph (d) (1) hereof; (ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (b) (5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the notice of termination of work under this contract which amounts shall be included in the cost on account of which payment is made under subdivision (i) above; and (iii) a sum equal to 2% of the part of the amount determined under subdivision (i) which represents the cost of articles or materials not processed by the Contractor, plus a sum equal to 8% of the remainder of such amount, but the aggregate of such sums shall not exceed 6% of the whole of the amount determined under subdivision (i), which for the purpose of this subdivision (iii) shall exclude any charges for interest on borrowings;

(3) The reasonable cost of the preservation and protection of property incurred pursuant to paragraph (b) (9) hereof; and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this contract.

The total sum to be paid to the Contractor under subdivisions (1) and (2) of this paragraph (d) shall not exceed the total contract price reduced by the amount of payments otherwise made and by the contract price of work not terminated. Except for normal spoilage and to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in paragraph (d) (1) and paragraph (d) (2) (i), all amounts allocable to or payable in respect of property, which is destroyed, lost, stolen or damaged so as to become undeliverable prior to the transfer of title to the Government or to a buyer pursuant to paragraph (b) (7) or prior to the 60th day after delivery to the Government of an inventory covering such property, whichever shall first occur.

(e) The obligation of the Government to make any payments under this Section: (1) shall be subject to deductions in respect of (i) all unliquidated partial or progress payments, payments on account theretofore made to the Contractor and unliquidated advance payments, (ii) any claim which the Government may have against the Contractor in connection with this contract, and (iii) the price agreed upon or the proceeds of sale of any materials, supplies or other things retained by the Contractor or sold, and not otherwise recovered by or credited to the Government, and (2) in the discretion of the contracting officer shall be subject to deduction in respect of the amount of any claim of any subcontractor or supplier whose subcontract or order shall have been terminated as provided in paragraph (b) (3) except to the extent that such claim covers (i) property or materials delivered to the Contractor or (ii) services furnished to the Contractor in connection with the production of completed articles under this contract.

(f) In the event that, prior to the determination of the final amount to be paid to the Contractor as in this Section provided, the Contractor shall file with the contracting officer a request in writing that an equitable adjustment should be made in the price or prices specified in the contract for the work not terminated by the Notice of Termination, the appropriate fair and reasonable adjustment shall be made in such price or prices.

(g) The Government shall make partial payments and payments on account, from time to time, of the amounts to which the Contractor shall be entitled under this Section, whether determined by agreement or otherwise, whenever in the opinion of the contracting officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder.

(h) For the purposes of paragraphs (d) (2) and (d) (3) hereof, the amounts of the payments to be made by the Government to the Contractor shall be determined in accordance with the Statement of Principles for Determination of Costs upon Termination of Government Fixed Price Supply Contracts approved by the Joint Contract Termination Board, December 31, 1943, as amended by Regulation No. 5 of the Office of Contract Settlement dated September 30, 1944. The Contractor for a period of three years after final settlement under the contract shall make available to the Government at all reasonable times at the office of the Contractor

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all of its books, records, documents, and other evidence bearing on the cost and expenses of the Contractor under the contract and in respect of the termination of work thereunder.

SECTION 13 - DEFAULT

(a) Whenever the Contractor

- (1) refuses or fails to make deliveries of the articles called for herein within the time specified in this contract, or
- (2) otherwise defaults in the performance of this contract or so fails to make progress in the prosecution of the work hereunder as to endanger performance of this contract in accordance with its terms and fails to cure such default or failure within a period of ten days (or such longer period as the contracting officer may allow) after receipt from the contracting officer of a notice specifying the default or failure.

the Government, subject to the provisions of paragraph (a) of the Section hereof entitled "Termination at the Option of the Government" and of paragraph (f) below, may by a notice in writing to the Contractor terminate the performance of work under this contract in whole or in any part.

(b) In such event, the Government may require the Contractor to transfer title and deliver to the Government in the manner, to the extent and at the times directed by the contracting officer, (1) any completed articles, and (2) such partially completed articles, and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the Contractor has produced or acquired for the performance of such portion of this contract as has been terminated. The Contractor shall take such action as the contracting officer may direct for the protection and preservation of property in the possession of the Contractor in which the Government has an interest.

(c) In addition to its other remedies, the Government may, after exercising its right to terminate pursuant to paragraph (a) above, purchase in the open market or otherwise obtain articles or services similar to those called for by this contract in an amount which, together with the completed articles delivered or services performed by the Contractor under (b) above, shall not exceed the total quantity terminated. If the cost to the Government of the articles or services so procured exceeds the price fixed for such articles or services under this contract, the Contractor, and its surety, if any, shall be liable for such excess.

(d) Upon termination pursuant to this section the Government shall pay to the Contractor the following amounts:

- (1) For services performed or completed articles delivered to and accepted by the Government and not theretofore paid for, the contract price;
- (2) For manufacturing material delivered to the Government and for the protection and preservation of property, pursuant to (b) above, the amount agreed upon by the Contractor and the contracting officer. Failure to agree shall be a dispute concerning a question of fact within the meaning of the Section of this contract entitled "Disputes".

(e) The obligation of the Government to make any payments under this Section (1) shall be subject to deductions in respect of (i) all unliquidated partial or progress payments, payments on account theretofore made to the contractor and unliquidated advance payments, (ii) any claim which the Government may have against the contractor in connection with this contract, and (2) in the discretion of the contracting officer shall be subject to deduction in respect of the amount of any claim of any subcontractor or supplier whose subcontract or order is related to the performance of this contract.

(f) This contract shall not be terminated under the provisions of this Section and the Contractor shall not be charged with any liability to the Government if the default or failure of the Contractor is due to causes beyond the control and without the fault or negligence of the Contractor. Such causes shall include but not be restricted to (1) acts of God or of the public enemy, (2) acts of the Government of the United States or any State or political subdivision thereof, (3) fires, floods, explosions, earthquakes, or other catastrophes, (4) epidemics, (5) quarantine restrictions, (6) strikes, (7) freight embargoes, (8) unusually severe weather, (9) inability of the Contractor to obtain equipment or material due to the operation of Governmental priorities, preferences or allocations of equipment or material, or (10) delays of a subcontractor or supplier in furnishing material or supplies owing to causes beyond the control and without the fault or negligence of the Contractor unless the Contractor could reasonably have procured the materials or supplies from other sources.

Section, subcontracts shall include all purchase orders and agreements to perform all or any part of the work, or to make or furnish any article, required for the performance of this contract, except purchase orders or agreements for the furnishing of standard commercial articles or raw materials.

SECTION 15 - OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

SECTION 16 - COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

SECTION 17 - DISPUTES

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the contracting officer, who shall mail to the Contractor a written notification of his determination. Within 30 days from said mailing the Contractor may appeal to the Secretary of the Navy, whose decision shall be final and conclusive upon the parties. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

SECTION 18 - MARKING OF SHIPMENTS

The Contractor shall mark all its shipments under this contract in accordance with the current edition of "Navy Shipment Marking Handbook," issued by the Navy Department, Bureau of Supplies and Accounts. The applicable lot or item number, or both, shall be included in the markings prescribed for each shipment in addition to the contract number.

SECTION 19 - DEFINITIONS

(a) The term "Secretary of the Navy" includes any person authorized to act for him other than the contracting officer.

(b) The term "the contracting officer" means the Aviation Supply Officer or any person designated by him as a contracting or purchasing officer.

(c) The terms "Naval Inspector" and "Bureau of Aeronautics Representative", except where otherwise indicated, mean the person or persons charged with the duty of inspecting the articles, materials or workmanship under this contract, or under a subcontract, on behalf of the Government.

SECTION 20 - ELIGIBILITY

If the provisions of Public Resolution 54, 76th Congress, are applicable to the articles to be delivered hereunder, the Contractor represents that it is eligible to enter into this contract under the terms of said Resolution.

SECTION 21 - ALIEN EMPLOYEES OF CONTRACTOR

(This Section shall apply only if this contract relates to furnishing or constructing aircraft or aircraft parts or aeronautical accessories and is not marked "Restricted," "Confidential," or "Secret.")

No aliens in the employ of the Contractor shall be permitted to have access to the plans and specifications of the work under construction or to participate in the contract trials unless the written consent of the Secretary of the Navy has first been obtained.

SECTION 22 - PATENT INDEMNITY

(a) The Contractor agrees to indemnify the Government, its officers, agents, servants and employees, against liability including costs and expenses for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be ordered to be kept secret under the provisions of the Act of October 6, 1917, as amended, 35 U.S.C. 491) by the Contractor or its subcontractors, agents, servants and employees, against liability including costs and expenses for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be ordered to be kept secret under the provisions of the Act of October 6, 1917, as amended, 35 U.S.C. 491) by the Contractor or its subcontractors, agents, servants and employees.

Section 12

Limitation of Termination Costs Relating to Subcontracts

The contractor shall reserve in all subcontracts or orders relating to this contract the right to terminate or cancel such subcontracts or orders upon termination of this contract in whole or in part at the option of the Government pursuant to the Section hereof entitled "Termination at the option of the Government". Whether or not such right to terminate or cancel is reserved and exercised, the liability of the Government for costs arising out of subcontracts or orders relating to this contract shall be limited to costs allocable to this contract, and shall not include anticipatory profits or other damages resulting from the termination or cancellation of such subcontracts or orders.